



Southeast District

Post Office Box 12436

2300 N. Martin Luther King Jr. Drive

Milwaukee, Wisconsin 53212

TELEPHONE: 414-263-8500

TELEFAX #: 414-263-8483

Carroll D. Besadny
Secretary

November 20, 1992

File Ref: 4430

Mr. Donald J. Michalski
Commerce Industrial Chemicals, Inc.
5611 West Woolworth Avenue
Milwaukee, WI 53218

RECEIVED
WMD RECORD CENTER

JAN 28 1995

Dear Mr. Michalski:

RE: Closure of Commerce Industrial Chemicals, Inc. Hazardous Waste
Storage Facility, EPA I.D. #WID980795181

On December 20, 1991, the Department of Natural Resources was notified that you wished to close Commerce Industrial Chemicals, Inc. hazardous waste storage facility located at 5611 West Woolworth Avenue, Milwaukee, Milwaukee County, Wisconsin. An "Addendum to Closure Plan of Commerce Industrial Chemicals, Inc." prepared under the signature and seal of Douglas Jacobson of Fluid Management, Inc. and dated July 1992 and a review fee of \$250.00 were received by the Department on July 29, 1992. A Notice of Incompleteness Closure Plan of Commerce Industrial Chemicals, Inc. was sent to Commerce Industrial Chemicals, Inc. by the Department on September 21, 1992.

On September 24, 1992, the Department received closure documentation under the stamp of Douglas W. Jacobson, P.E. The documentation verified that the facility had closed in substantial conformance with the facility's approved closure plan. A closure inspection performed on September 24, 1992 further showed that your facility had closed in conformance with the facility's approved closure plan and the conditions of your final operating license. Analytical reports by National Environmental Testing, Inc. for samples of floor sweepings and rinsates taken by Douglas Jacobson, P.E. of Fluid Management during closure activities at Commerce Industrial Chemicals, Inc. were received by the Department on October 19, 1992. A Hazardous Waste Status Change form was received by the Department on November 16, 1992.

A small quantity generator inspection performed on September 24, 1992 found that Commerce Industrial Chemicals, Inc. located at 5611 West Woolworth Avenue, Milwaukee, Wisconsin was in compliance with the small quantity generator requirements of Chapters NR 600-685, Wisconsin Administrative Code. Enclosed is a copy of the inspection forms that were completed concerning the Commerce Industrial Chemicals, Inc.'s small quantity generator activities.

The purpose of this letter is to notify you that the Department now considers Commerce Industrial Chemicals, Inc. Hazardous Waste Storage Facility to have completed closure.

MR. DONALD J. MICHALSKI
November 20, 1992
Page 2


The Commerce Industrial Chemicals, Inc. operating license issued on December 9, 1982 is hereby revoked. Therefore, no hazardous waste can be stored in excess of 90 days, treated or disposed of at this facility.

To initiate the release of your proof of financial responsibility for closure, a written request must be submitted to the Southeast District Office.

If you believe you have a right to challenge this decision, you should know that Wisconsin Statutes and Administrative Codes establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.15 and 227.16, Stats., you have 30 days after service of the decision to file your petition for review. The respondent in action for judicial review is the Department of Natural Resources. You may wish to seek legal counsel to determine your specific legal rights to challenge the decision. This notice is provided pursuant to Section 227.11(2), Stats.

If you have any questions, please contact Dolores Hayden at (414) 263-8661.

Sincerely,



Walter A. Ebersohl
Hazardous Waste Unit Leader

jlf

c: Hazardous Waste Section - SW/3 (Ed Lynch)
Fluid Management, Inc. (Doug Jacobson)

CORRESPONDENCE/MEMORANDUM

State of Wisconsin

DATE: September 28, 1992

FILE REF: 4400

TO: Commerce Industrial Chemicals, Inc. File

FROM: Dolores Hayden *del*

SUBJECT: Closure Verification Inspection, Hazardous Waste Storage Facility
Commerce Industrial Chemicals, Inc.
U.S. EPA I.D. No. WID 980 795 181

A closure verification (SQG) inspection was done at Commerce Industrial Chemicals, Inc. (CIC) at 5611 W. Woolworth Avenue, Milwaukee, Milwaukee County, Wisconsin on September 24, 1992. The facility is currently operating as a generator (SQG) only. The inspection indicated that CIC was in substantial compliance with the generator requirements of Chapters NR 600-685, Wisconsin Administrative Code. The waste being generated by CIC is laboratory waste generated by testing various formulations for printing industry clients.

DH:sbr

COMMERCE Industrial Chemicals Inc.

5611 W. WOOLWORTH AVE.
MILWAUKEE, WIS. 53218

PHONE: (414) 353-3630



"A Solvent For Every Purpose"

February 4, 1985

US EPA Region V
230 S. Dearborn St.
Chicago, IL 60604
Attn: Mr. Tom Golz

Dear Tom:

As we discussed in our phone conversation of January 30, 1985, the number of insurance companies that are willing to write sudden and accidental coverage for a TSD facility are dwindling.

Enclosed is a letter from our agent listing the companies they have contacted for this insurance, with no success. They are continuing their search. However, until such time as a company can be found, would it be possible to include this in our Part B application in the form of a compliance schedule item?

Please let me know if this is possible. If you have any questions or require more information from our agent, please let me know.

Yours very truly,

Harriet L. Pedersen

HLP:me
Enclosure
cc Allen Debus US EPA

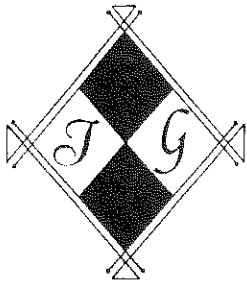
D96-104

RECEIVED
FEB 06 1985
HwEB

DISTRIBUTORS OF



SOLVENTS AND ALCOHOLS



Thorning-Gorman Agency, Inc.

February 1, 1985

Commerce Industrial Chemicals, Inc.
5611 W. Woolworth Ave.
Milwaukee, Wi. 53218

Attn: Harriett

Re: Special Endorsement Hazardous Waste.

Your present policy covers within the terminology Sudden Accidental Occurrences.

We have been searching the markets for the broad terminology as shown on 264-40E of the Disposal Standards at the following:

1. Great Southwest
2. Chubb
3. Guarantee National
4. Ranger
5. American Universal

If you have any questions, please be sure to call me.

Best regards,


Edward A. Gorman

EAG:mr

We applied at Shank Mordard however they do not write on Premises only off premises or disposal sites. JG



State of Wisconsin

DEPARTMENT OF NATURAL RESOURCES

Carroll D. Besadny
Secretary

BOX 7921

MADISON, WISCONSIN 53707

May 20, 1986

IN REPLY REFER TO: 8300

Ms. Marianne Goldstein Robbins
Goldberg, Previant, Uelmen, Gratz,
Miller & Brueggeman, S.C.
788 N. Jefferson Street
Milwaukee, WI 53202

1986 MAY 27 AM 9:02

RECEIVED
MAY 27 1986

Dear Ms. Robbins:

Re: Liability Insurance Requirements Applicable to CIC's Hazardous Waste
Storage Facility

I am writing in response to your inquiry as to whether there will be an opportunity for the public to object if the Department of Natural Resources should decide in the future to grant Commerce Industrial Chemical (CIC) an exemption from the liability insurance requirements in s. NR 181.42(11), Wis. Adm. Code.

CIC's hazardous waste storage facility is currently operating with an interim license. Under s. NR 181.53(6), Wis. Adm. Code, CIC is required to have liability insurance for its storage facility. I have not been able to confirm that CIC does in fact have the required liability insurance at the present time. However, if the Department learns that CIC does not have the required liability insurance, we will respond as we are responding to all liability insurance violations that we become aware of, i.e., we will send CIC a notice of violation and will notify U.S. EPA, Region V and ask them to take enforcement action under RCRA.

If CIC drops its proposal to operate a hazardous waste incinerator and the judicial review proceeding is settled, CIC will presumably submit a plan of operation for their existing storage facility. CIC did not request an exemption from the liability insurance requirements in s. NR 181.42(11) in its storage facility feasibility report. This means that any plan of operation approval which might be issued would contain the condition that CIC submit a liability endorsement or certificate of liability insurance as part of its operating license application for the storage facility, unless CIC formally applies for an exemption.

CIC could propose an alternative to the liability insurance requirement in its plan of operation or, later, as a proposed modification to any plan of operation approval which might be issued. In our Memorandum of Agreement with U.S. EPA, the Department has agreed to publish a notice and hold an informational hearing, if a hearing is requested, when the Department proposes

Ms. Marianne Goldstein Robbins - May 20, 1986

2.

to approve of a plan of operation, or a plan of operation modification. This means that there would be an opportunity for the public to object to any proposal to exempt CIC from liability insurance requirements at a public informational hearing, if a hearing is requested. Any Department decision to approve of an exemption from the liability insurance requirements in s. NR 181.42(11) would also be subject to judicial review under Sections 227.52 and 227.53, Stats., as renumbered by 1985 Wisconsin Act 182.

If you have any further questions, please contact Maryann Sumi at (608)266-3861.

Sincerely,

Linda Wymore

Linda Wymore
Attorney at Law
Bureau of Legal Services

LH:ccb

cc: Ed Lynch - SW/3
Maryann Sumi - DOJ
6856J

MAY 21 1986



SWERB → FYI. mg.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

DEC 13 1985

OFFICE OF REGIONAL COUNSEL
U.S. EPA REGION V

DEC 16 1985
SOLID WASTE AND EMERGENCY RESPONSE

RECEIVED

MEMORANDUM

SUBJECT: November 8, 1985 Requirement for Liability Insurance

FROM: Lloyd Guerci, Director
RCRA Enforcement Division (WH-527)

TO: RCRA Branch Chiefs, Regions I-X
Regional Counsels, Regions I-X

I have attached a copy of a bill pending in Congress that extends that the period allowed for compliance with certain financial responsibility requirements applicable to land disposal facilities pursuant to RCRA. There is a very good chance that Congress may enact this by December 20 or sooner (subject to the President's signature). Please note that there is a set of tight deadlines for the Agency, and we must start planning to implement immediately.

cc: Fred Stiehl
Debra Woitte
Lloyd Guerci
Peter Cook
Gene Lucero
Larry Weiner

99TH CONGRESS
1ST SESSION

H. R. _____

IN THE HOUSE OF REPRESENTATIVES

Mr. FLORIO introduced the following bill; which was referred to
the Committee on _____

A BILL

To extend the period allowed for compliance with certain
financial responsibility requirements applicable to land
disposal facilities under the Solid Waste Disposal Act.

1 Be it enacted by the Senate and House of Representatives
2 of the United States of America in Congress assembled,

1 SECTION 1. CERTIFICATION OF COMPLIANCE WITH FINANCIAL
2 RESPONSIBILITY REQUIREMENTS.

3 (a) EXTENSION.--In the case of any facility used for land
4 disposal of hazardous waste, notwithstanding the termination
5 of interim status of the facility by reason of the failure of
6 the owner or operator of the facility to file a certification
7 under section 3005(e)(2)(B) of the Solid Waste Disposal Act,
8 such interim status shall be treated as continuing in effect
9 if the owner or operator--

10 (1) filed on or before November 8, 1985, with the
11 Administrator an adequate certification (under section
12 3005(e)(2)(B) of such Act) of compliance with (A)
13 groundwater monitoring requirements as of November 8,
14 1985, and (B) financial responsibility requirements
15 (except for the liability requirements of 40 C.F.R.
16 265.147),

17 (2) applied on or before November 8, 1985, for final
18 determination regarding the issuance of a permit pursuant
19 to section 3005(e)(2)(A) of such Act, and

20 (3) files with the Administrator within the time
21 limits set forth in subsection (d) of this section each
22 of the following:

23 (A) A certification that, in addition to the
24 certification required in paragraph (1), the facility
25 is in compliance with all other major applicable

1 requirements under subtitle C of such Act, or is in
2 timely compliance with an enforceable compliance
3 schedule.

4 (B) A certification that the facility is not
5 contaminating groundwater or has established the
6 applicable compliance monitoring or corrective action
7 program.

8 (C) A certification that the facility could not
9 meet the requirements of the financial test under 40
10 C.F.R. 265.147(f).

11 (D) A certification that the owner or operator of
12 the facility has been making good faith efforts to
13 satisfy all applicable financial responsibility
14 requirements for the facility pursuant to the Solid
15 Waste Disposal Act and provides documentation of that
16 effort which is satisfactory to the Administrator.

17 (b) OTHER FACILITIES.--An extension of interim status
18 under this section shall also apply to any facility used for
19 land disposal of hazardous waste which had been operating
20 pursuant to interim status under section 3005(e) of the Solid
21 Waste Disposal Act, if the owner or operator of the facility
22 files each of the following with the Administrator within the
23 time limits set forth in subsection (d):

24 (1) A certification that the owner or operator of the
25 facility applied for a final determination regarding the

1 issuance of a permit on or before November 8, 1985,
2 pursuant to section 3005(e)(2)(A) of such Act, or
3 submitted a closure plan on or before November 23, 1985.

4 (2) A certification that the facility was in
5 compliance with the groundwater monitoring requirements
6 and the financial responsibility requirements (except for
7 the liability requirements of 40 C.F.R. 265.147) on
8 November 8, 1985, but failed to certify as required under
9 section 3005(e)(2)(B) of the Solid Waste Disposal Act.

10 (3) A certification that the facility is in
11 compliance with the groundwater monitoring requirements
12 and financial responsibility requirements (except the
13 liability requirements of 40 C.F.R. 265.147) supported by
14 documentation in a form satisfactory to the Administrator
15 that may include a notarized statement by a professional
16 engineer not an employee of the owner or operator who
17 corroborates such certification.

18 (4) A certification that, in addition to the
19 certification required in paragraph (3), the facility is
20 in compliance with all other major applicable
21 requirements under subtitle C of such Act, or is in
22 timely compliance with an enforceable compliance
23 schedule.

24 (5) A certification that the facility is not
25 contaminating groundwater or has established the

1 applicable compliance monitoring or corrective action
2 program.

3 (6) A certification that the owner or operator of the
4 facility could not meet the requirements of the financial
5 test under 40 C.F.R. 265.147(f).

6 (7) A certification that the owner or operator of the
7 facility has been making good faith efforts to satisfy
8 all applicable financial responsibility requirements
9 pursuant to the Solid Waste Disposal Act and provides
10 documentation of that effort which is satisfactory to the
11 Administrator.

12 (c) REJECTION BY THE ADMINISTRATOR.--Within the time
13 limits set forth in subsection (d), the Administrator shall
14 reject the information submitted by the owner or operator of
15 a facility pursuant to subsections (a) or (b) if the
16 information fails to meet the requirements of such
17 subsections. The determinations of the Administrator under
18 this section shall not be subject to judicial review.

19 (d) TIME LIMITS.--

20 (1) NOTICE.--The Administrator shall identify each
21 facility the interim status of which under section
22 3005(e) of the Solid Waste Disposal Act terminated on
23 November 8, 1985, by reason of section 3005(e)(2) of that
24 Act. Within 15 days after enactment of this Act, the
25 Administrator shall notify the owner or operator of each

1 such facility of the extensions available under this Act.

2 (2) DEADLINES.--Each certification described in
3 subsections (a) and (b) shall be submitted before the
4 earlier of the following:

5 (A) 45 days after the owner or operator of the
6 facility receives notice under paragraph (1).

7 (B) 60 days after enactment of this Act.

8 (3) INITIAL EXTENSION PERIOD.--If the owner or
9 operator of a facility has submitted the required filings
10 under subsection (a) or (b) within the time limits set
11 forth in this subsection, the extension of interim status
12 under subsection (a) or (b) shall continue for a period
13 ending 45 days after the date of such submission.

14 (4) SECOND EXTENSION PERIOD.--The extension of
15 interim status for a facility under subsection (a) or (b)
16 shall be extended until June 30, 1986, if the
17 Administrator certifies, based on information submitted
18 by the owner or operator of the facility concerned, in
19 the Federal Register that the facility is not
20 contaminating the groundwater or has entered into an
21 order to implement as soon as practicable a compliance
22 monitoring or corrective action program.

23 (e) MODIFICATION OF REGULATIONS.--Not later than March 1,
24 1985, the Administrator shall revise the regulations set
25 forth in 40 C.F.R. 265.147 to provide additional financial

1 responsibility alternatives to the insurance requirement
2 contained in such regulations and may provide for a lesser
3 demonstration of financial responsibility if the
4 Administrator has made the certification required in
5 subsection (c)(2). The Administrator may consider such
6 alternatives as indemnity contracts, surety bonds, corporate
7 guarantees, and other means of assuring financial
8 responsibility.

9 (f) DEFINITION OF TERMS.--The terms used in this section
10 shall have the same meaning as when used in the Solid Waste
11 Disposal Act.

12 (g) ADDITIONAL EXTENSION.--In the case of a facility for
13 which an extension has been provided under subsection (d)(4),
14 the Administrator may issue an additional extension for such
15 facility for a period ending November 8, 1986, if the
16 Administrator finds that an additional extension under this
17 subsection for the facility is necessary because of
18 constraints in the insurance market and if, on June 30, 1985,
19 the owner or operator of the facility files both of the
20 following with the Administrator:

21 (1) A certification that the facility is not
22 contaminating groundwater or is in timely compliance with
23 an enforceable compliance monitoring or corrective action
24 program.

25 (2) A certification that he has been making good

1 faith efforts to satisfy all applicable financial
2 responsibility requirements pursuant to the Solid Waste
3 Disposal Act and provides documentation of that effort
4 which is satisfactory to the Administrator.

5 (h) SATISFACTION OF LIABILITY REQUIREMENTS.--If a
6 facility is operating pursuant to an extension under this
7 section and the owner or operator certifies that he has
8 satisfied the liability requirements of 40 C.F.R. 265.147 for
9 such facility, such facility shall be treated as if the
10 facility had fully certified under section 3005(e)(2) of the
11 Solid Waste Disposal Act as of November 8, 1985.

COMMERCE Industrial Chemicals Inc.

5611 W. WOOLWORTH AVE.
MILWAUKEE, WIS. 53218



PHONE: (414) 353-3630

"A Solvent For Every Purpose"

February 8, 1985

US EPA Region V
230 S. Dearborn St.
Chicago, IL 60604
Attn: Mr. Tom Golz

Dear Tom:

Enclosed are the copies you requested of the policies that cover our general liability and umbrella insurance.

If you have any questions, please contact me.

Yours very truly

Harriet Pedersen

HLP:me
Enclosures

106

096-

RECEIVED
FEB 11 1985
WASTE MANAGEMENT
BRANCH

DISTRIBUTORS OF



SOLVENTS AND ALCOHOLS

Alexander & Alexander of New York Inc.
1185 Avenue of the Americas
New York, NY 10036
Telephone 212 575-8000



September 27, 1984

Mr. Donald Michalski
Commerce Industrial Chemicals, Inc.
5611 West Woolworth Avenue
Milwaukee, Wisconsin 53218

Dear Mr. Michalski,

Enclosed is your Renewal Certificate and Revised Verification of Insurance. Your invoice will follow shortly.

If you should have any questions, please feel free to call me.

Sincerely,

A handwritten signature in cursive script that reads "Sol E. Valiente".

Sol E. Valiente
Accounts Services Representative

Enclosure

Alexander & Alexander of New York Inc.
1185 Avenue of the Americas
New York, NY 10036
Telephone 212 575-8000



September 27, 1984

Mr. Donald Michalski
Commerce Industrial Chemicals, Inc. # 122
5611 West Woolworth Avenue
Milwaukee, Wisconsin 53218

N.A.C.D. Program

Dear Sir:

We have renewed your insurance coverage as follows:

Product Liability Insurance

\$500,000 CSL

Limit of Liability: per occ. & agg.

Carrier: IDEAL MUTUAL INSURANCE COMPANY

Effective Date: 4/30/84-4/30/85

Deductible: \$ 12,000

Premium: \$ 8,712.00

Umbrella Liability Insurance

Limit of Liability: \$1,000,000

Carrier: MIDLAND INSURANCE COMPANY

Effective Date: 4/30/84-4/30/85

Premium: \$6,389.00

Your insurance policy(ies) will follow shortly.

If you should have any questions, please feel free to contact me.

Very truly yours,


John P. Brisson
Vice President

JPB/caj

ENDORSEMENT

In consideration of an additional premium of \$6,389.00, it is agreed that this policy is extended to expire on 4/30/85.

It is further agreed that Item 4., Schedule of Underlying Insurance, is amended in part to read as follows:

<u>Carrier</u>	<u>Coverage</u>	<u>Limits</u>
TBA	A. Employers' Liability	\$100,000 one accident
Heritage American	B. Comprehensive Auto Liability	Bodily Injury Liability and \$ each person \$ each occurrence Property Damage Liability combined \$ 500,000 each occurrence
Terra Nova	C. Comprehensive General Liability	Bodily Injury and Property Damage Liability Combined \$500,000 each occurrence \$500,000 aggregate
Federal Ins.	D. Products Liability	Bodily Injury and Property Damage Liability Combined \$500,000 each occurrence \$500,000 aggregate

Effective April 30, 1984

12:01 AM Standard Time, this Endorsement No 9

attached to and made a part of Policy No. UL753693

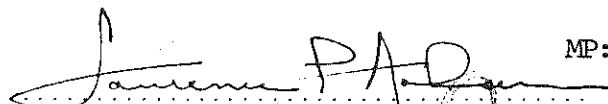
of

MIDLAND INSURANCE COMPANY


issued to Commerce Industrial Chemicals Corporation

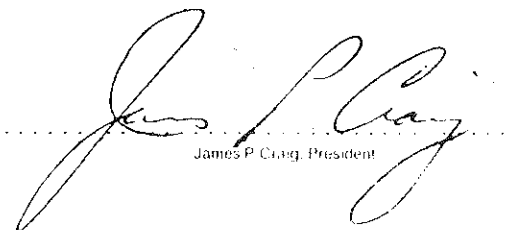
(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as above stated.


Lawrence P. Johnsen, Secretary

MP:rt 9/5/84

By 
Authorized Representative


James P. Craig, President

ALL LINES INSURANCE AGENCY, INC.

2300 Kohler Memorial Drive • Sheboygan, Wisconsin 53081

Certificate Number 65100/1830

Previous Number NEW

Statement of Insurance

This is to certify that the following insurance has been effected for your account subject to the terms and conditions contained herein.

INSURED WITH

Terra Nova Ins. Co.

INSURED

COMMERCE INDUSTRIAL CHEMICALS, INC.
5611 West Woolworth Avenue
Milwaukee, WI 53218

TERM

3/14/84 to 3/14/85

LIMIT OF LIABILITY

\$10,000 (80%) on contents - Cov B - Loc 1

Section II - per AL-24

THORNING - GORMAN AGENCY, INC.

- Insurance -



PHONE 276-0444
759 N. MILWAUKEE ST.
MILWAUKEE, WISC. 53202

ADDITIONAL INTERESTS COVERED

RATE AND PREMIUM

\$2975.00 premium
25.00 Fee

COVERING ON

90.00 Tax
\$3090.00 Total

Loc 1 ...contents and liability coverage
on the masonry office...

Loc 2 ...liability coverage on the
chemical distributor operation...

DEPOSIT PREMIUM
SUBJECT TO AUDIT

NO FLAT CANCELLATIONS

LOCATION

Loc 1 5611 West Woolworth Avenue, Milwaukee, WI

Loc 2 3420 W. Mill Road, Milwaukee, WI

This Statement is based on cable, treaty and/or mail advices from correspondents and is issued by the undersigned without any liability whatsoever as insurer, being solely for the convenience of the insured.

If the insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this insurance shall become void, and all claims thereunder shall be forfeited.

TO INDEMNIFY AGAINST LOSS BY

Fire, EC, V&MM
Bodily Injury & Property Damage

TERMS AND CONDITIONS

AL-24, AL-25, AL-26, MP0117, MP0101,
MP0090, MP0012, MP0093, MP9991, L9156
L203, AL-27, AL-41

\$250.00 deductible applies to property cov.

Dated at Sheboygan, Wisconsin, this 12 day of March, 19 84

ALL LINES INSURANCE AGENCY, INC.

Caroline Dearing

Authorized

Certificate Provisions

1. This insurance may be cancelled on the customary short-rate basis by the insured at any time by written notice or by surrender of this certificate to ALL LINES INSURANCE AGENCY, INC.

This certificate may also be cancelled with or without the return or tender of the unearned premium by the underwriters or by ALL LINES INSURANCE AGENCY, INC. in their behalf, by delivery to the insured or by sending to the insured by mail, registered or unregistered, at the insured's address as shown therein, not less than ten days' written notice stating when the cancellation shall be effective, and in such case the underwriters shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by underwriters hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by underwriters or insured.

2. Service of Suit (Surplus Line). It is agreed that in the event of the failure of underwriters hereon to pay any amount claimed to be due hereunder, underwriters hereon, at the request of the insured will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

It is further agreed that service of process in such suit may be made upon Mendes & Mount, 3 Park Avenue, New York, New York 10018 and in any suit instituted against any one of them upon this contract, underwriters will abide by the final decision of such court or an appellate court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any state, territory or district of the United States which makes provision therefor, underwriters hereon hereby designate the superintendent, commissioner or director of insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

3. If the insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this insurance shall become void, and all claims thereunder shall be forfeited.

4. The insured shall immediately report to ALL LINES INSURANCE AGENCY, INC., Post Office Box 593, Sheboygan, Wisconsin 53081 any occurrence likely to result in a claim under this insurance and shall also file with ALL LINES INSURANCE AGENCY, INC. or the underwriters, a detailed sworn proof of loss within sixty days from the date of loss. Failure by the insured either to report the said loss or damage or to file such written proofs of loss as above provided shall invalidate any claim under this insurance.

5. Loss, if any, to be payable in Sheboygan, Wisconsin in United States currency.

6. Notwithstanding anything to the contrary contained herein, this insurance does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition, or destruction or damage to property by or under the order of any government or public or local authority.

7. Radioactive Contamination Exclusion Clause — Physical Damage — Direct. This insurance does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused; *Nevertheless if fire is an insured peril and a fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, loss or damage arising directly from that fire shall (subject to the provision of the policy) be covered Excluding however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

*Note—If fire is not an insured peril under this insurance, the words from *Nevertheless to the end of the clause do not apply and should be disregarded.

8. This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein or endorsed hereon, or appearing on the reverse side hereof, all of which are to be considered as incorporated herein.

9. Any provisions or conditions appearing in any forms attached hereto and made a part thereof, which conflict with or alter the insuring provisions stated above, shall supersede the provisions appearing in this document, insofar as the latter are inconsistent with the provisions appearing in such attached form.

10. This insurance shall not be assigned either in whole or in part without the written consent of ALL LINES INSURANCE AGENCY, INC. endorsed hereon.

This insurance shall not be valid unless signed by ALL LINES INSURANCE AGENCY, INC.

12. It is expressly understood and agreed by the insured by accepting this instrument that ALL LINES INSURANCE AGENCY, INC. is not an insurer hereunder and that ALL LINES INSURANCE AGENCY, INC. neither is nor shall be in any way or to any extent liable for any loss or claim whatever.

PACKAGE PORTFOLIO

Prepared For: Commerce Industrial Chemicals, Inc. Prepared By: All Lines Ins. Agency, Inc.
 5611 W. Woolworth Avenue 2300 Kohler Memorial Drive
 Milwaukee, WI 53218 Sheboygan, WI 53081

The description of coverages below is for the period from 3/14/84 to 3/14/85

Property

	Coinsurance	Amount of Insurance		ANNUAL PREMIUM
Building(s)				
Contents	80%	10,000		50.00
Loss of Earnings				
Perils Covered:				
<input checked="" type="checkbox"/> Fire and E. C. <input type="checkbox"/> All Risk Building <input checked="" type="checkbox"/> V and MM <input type="checkbox"/> Optional Perils				

Liability

Bodily Injury Liability	500,000	Each Occurrence		871.00
Property Damage Liability	CSL	Each Occurrence		2054.00
Personal Injury Liability		Aggregate		
Products-Completed Operations Liability	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Excluded		
Contractual Liability	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Excluded		
Premises Medical Payments	Each Person	Each Accident		

Crime

Inland Marine

Glass

Total <input type="checkbox"/> Estimated Annual Premium	\$ 2975.00 Prem
If the estimated box is checked, the premiums include those classes subject to audit.	25.00 Fee
	90.00 Tax
	3090.00 Total

These companies are providing the above coverages on the enclosed policies.

INSURER	POLICY NUMBER
Terra Nova Ins. Co.	65100/1830

THE FOLLOWING PROVISIONS APPLY TO SECTIONS I AND II

A. WAR RISK EXCLUSION: UNDER SECTION I AS RESPECTS PERILS OTHER THAN FIRE (WHICH IS OTHERWISE PROVIDED FOR ON PAGE 2 OF THIS POLICY) AND UNDER SECTION II AS RESPECTS LIABILITY ASSUMED BY THE INSURED UNDER ANY INCIDENTAL CONTRACT OR AS TO FIRST AID OR MEDICAL EXPENSE, THIS POLICY SHALL NOT APPLY TO LOSS, BODILY INJURY, OR PROPERTY DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY OR DUE TO ANY ACT OR CONDITION INCIDENT TO THE FOLLOWING:

1. HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (a) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (b) BY MILITARY, NAVAL OR AIR FORCES; OR (c) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH A GOVERNMENT, POWER, AUTHORITY OR FORCES;
2. INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE; SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOMS REGULATIONS, CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, OR RISKS OF CONTRABAND OR ILLEGAL TRANSPORTATION OR TRADE.

B. LIBERALIZATION CLAUSE: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of the Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.

C. INSPECTION AND AUDIT: The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspection nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. The Company may

examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. CANCELLATION: The words "five days" in the cancellation provision on Page 2 of the policy are deleted and the words "ten days" are substituted therefor.

E. SUBROGATION: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization AND THE INSURED SHALL EXECUTE AND DELIVER INSTRUMENTS AND PAPERS AND DO WHATEVER ELSE IS NECESSARY TO SECURE SUCH RIGHTS. THE INSURED SHALL DO NOTHING AFTER LOSS TO PREJUDICE SUCH RIGHTS.

F. CONFORMITY WITH STATUTE: The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

6. POLICY PERIOD, TERRITORY:

1. SECTION I OF THIS POLICY APPLIES ONLY TO LOSS TO PROPERTY DURING THE POLICY PERIOD WHILE SUCH PROPERTY IS WITHIN THE FIFTY STATES OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA.

2. Section II of this policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory; "policy territory" means:

- a. the United States of America, its territories or possessions, or Canada, or
- b. international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- c. anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph a' above, provided the original suit for such damages is brought within such territory.

H. TIME OF INCEPTION: To the extent that coverage in this policy replaces coverage in other policies terminating at 12:01 A.M. (Standard Time) on the inception date of this policy, this policy shall be effective at 12:01 A.M. (Standard Time) instead of at Noon Standard Time.

THE FOLLOWING PROVISIONS APPLY TO SECTION I

A. NUCLEAR CLAUSE: THE WORD "FIRE" IN THIS POLICY IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY; HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY.

B. NUCLEAR EXCLUSION: LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY; AND NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, IS NOT "EXPLOSION" OR "SMOKE"; THIS CLAUSE APPLIES TO ALL PERILS INSURED AGAINST HEREUNDER EXCEPT THE PERILS OF FIRE AND LIGHTNING, WHICH ARE OTHERWISE PROVIDED FOR IN THE NUCLEAR CLAUSE ABOVE.

C. NO CONTROL: This insurance shall not be prejudiced:

1. by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building, when such act or neglect of the owner or occupant is not within the control of the insured, or
2. by failure of the insured to comply with any warranty or condition contained in any form or endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

D. PROTECTIVE SAFEGUARDS: IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED SHALL MAINTAIN SO FAR AS IS WITHIN HIS CONTROL SUCH PROTECTIVE SAFEGUARDS AS SET FORTH BY ENDORSEMENT HERETO.

FAILURE TO MAINTAIN SUCH PROTECTIVE SAFEGUARDS SHALL SUSPEND THIS INSURANCE, ONLY AS RESPECTS THE LOCATION OR SITUATION AFFECTED, FOR THE TIME OF SUCH DISCONTINUANCE.

E. IMPAIRMENT OF RECOVERY: EXCEPT AS NOTED BELOW, THE COMPANY SHALL NOT BE BOUND TO PAY ANY LOSS IF THE INSURED SHALL HAVE IMPAIRED ANY RIGHT OF RECOVERY FOR LOSS TO THE PROPERTY INSURED; HOWEVER IT IS AGREED THAT:

1. AS RESPECTS PROPERTY WHILE ON THE PREMISES OF THE INSURED, PERMISSION IS GIVEN THE INSURED TO RELEASE OTHERS IN WRITING FROM LIABILITY FOR LOSS PRIOR TO LOSS, AND SUCH RELEASE SHALL NOT AFFECT THE RIGHT OF THE INSURED TO RECOVER HEREUNDER, AND

2. AS RESPECTS PROPERTY IN TRANSIT, THE INSURED MAY, WITHOUT PREJUDICE TO THIS INSURANCE, ACCEPT SUCH BILLS OF LADING, RECEIPTS OR CONTRACTS OF TRANSPORTATION AS ARE ORDINARILY ISSUED BY CARRIERS CONTAINING A LIMITATION AS TO THE VALUE OF SUCH GOODS OR MERCHANDISE.

F. OTHER INSURANCE:

1. LOSS BY FIRE OR OTHER PERILS NOT PROVIDED FOR IN 2. BELOW: IF AT THE TIME OF THE LOSS, THERE IS OTHER INSURANCE AVAILABLE TO THE INSURED OR ANY OTHER INTERESTED PARTY COVERING SUCH LOSS OR WHICH WOULD HAVE COVERED SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, THEN THE COMPANY SHALL BE LIABLE AS FOLLOWS:

- a. IF SUCH INSURANCE IS CONTRIBUTING INSURANCE, DEFINED AS ANY INSURANCE WRITTEN IN THE NAME OF THE INSURED, UPON THE SAME PLAN, TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THIS POLICY WHETHER COLLECTIBLE OR NOT, THE COMPANY SHALL BE LIABLE FOR NO GREATER PROPORTION OF ANY LOSS THAN THE LIMIT OF LIABILITY UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF INSURANCE COVERING SUCH PROPERTY.
- b. IF SUCH INSURANCE IS SPECIFIC INSURANCE, DEFINED AS ANY INSURANCE OTHER THAN THAT DESCRIBED AS CONTRIBUTING INSURANCE IN a. ABOVE, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS HEREUNDER UNTIL THE LIABILITY OF SUCH SPECIFIC INSURANCE HAS BEEN EXHAUSTED, AND THEN SHALL COVER ONLY SUCH AMOUNT AS MAY EXCEED THE AMOUNT DUE FROM SUCH SPECIFIC INSURANCE (WHETHER COLLECTIBLE OR NOT) AFTER APPLICATION OF ANY CONTRIBUTION, CO-INSURANCE, AVERAGE OR DISTRIBUTION OR OTHER CLAUSES CONTAINED IN POLICIES OF SUCH SPECIFIC INSURANCE AFFECTING THE AMOUNT COLLECTIBLE THEREUNDER, NOT EXCEEDING HOWEVER, THE APPLICABLE LIMIT OF LIABILITY UNDER THIS POLICY.

2. Loss by burglary, robbery or theft or loss of personal property covered on an unspecified peril basis: Insurance under this policy shall apply as excess insurance over any other valid and collectible insurance which would apply in the absence of this policy.

3. WHEN LOSS UNDER THIS POLICY IS SUBJECT TO A DEDUCTIBLE, THE COMPANY SHALL NOT BE LIABLE FOR MORE THAN ITS PRO RATA SHARE OF SUCH LOSS IN EXCESS OF THE DEDUCTIBLE AMOUNT.

G. NO BENEFIT TO BAILEE: THIS INSURANCE SHALL IN NO WISE INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE FOR HIRE.

H. LOSS PAYABLE CLAUSE: Loss if any, shall be adjusted with the named insured and shall be payable to him unless other payee is specifically named hereunder.

I. REPORT TO POLICE: WHEN EITHER A LOSS OR OCCURRENCE TAKES PLACE, THE INSURED SHALL GIVE NOTICE THEREOF TO THE PROPER POLICE AUTHORITY IF LOSS OR OCCURRENCE IS DUE TO A VIOLATION OF A LAW.

THE FOLLOWING PROVISIONS APPLY TO SECTION II

A. MODIFICATION OF TERMS: Provisions on page 2, other than those pertaining to waiver, cancellation and concealment and fraud, do not apply.

B. FINANCIAL RESPONSIBILITY LAWS: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

C. PREMIUM: All premiums for this insurance shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "provisional premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each annual period (or part thereof terminating with the end of the policy period), the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

B. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:

1. In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
2. If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
3. The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

E. MEDICAL REPORTS, PROOF AND PAYMENT OF CLAIM — COVERAGE B: As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim for medical expense, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

F. OTHER INSURANCE: This insurance is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

1. **Contribution by Equal Shares:** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
2. **Contribution by Limits:** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

This provision does not apply to any medical expense insurance afforded by the policy.

G. ACTION AGAINST COMPANY: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

H. NUCLEAR EXCLUSION:

1. This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

2. As used in this provision: "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph a. or b. thereof; "nuclear facility" means

- a. any nuclear reactor,
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- d. any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; "property damage" includes all forms of radioactive contamination of property.

DEFINITIONS — SECTION II

When used in the provisions applicable to Section II of this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of (1) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof, (2) the existence of tools, uninstalled equipment or abandoned or unused materials, or (3) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"insured premises" means (1) the premises designated in the Declarations, (2) premises alienated by the named insured (other than premises constructed for sale by the named insured, if possession has been relinquished to others, and (3) premises as to which the named insured acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after such acquisition; and includes the ways immediately adjoining such premises on land;

"medical expenses" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices and necessary ambulance, hospital, professional nursing and funeral services;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1 of the Declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

In Consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Above Specified (or specified in endorsement attached hereto), this Company, for a term from the inception date shown above (At Noon Standard Time) to expiration date shown above (At Noon Standard Time) at location of property involved, to an amount not exceeding the limit of liability specified, does insure the insured named in the Declarations above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all **DIRECT LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED**, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

KANSAS: The words "demand and" in line 58 and "on demand" in lines 65 and 67 are deleted. The words "twelve months" in line 161 are changed to "sixty months".

MAINE: The words "twelve months" in line 161 are changed to "two years".

NORTH CAROLINA: The words "twelve months" in line 161 are changed to "three years".

NORTH DAKOTA: The words "twelve months" in line 161 are changed to "thirty-six months".

VIRGINIA: The words "twelve months" in line 161 are changed to "two years".

STATE EXCEPTIONS

This entire policy shall be void if, whether before or after the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

(a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions

to the interests and obligations of such mortgagee may be made by agreement in writing.

Pro rata liability. This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give immediate notice to this Company of any loss; protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. Appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

Abandonment. There can be no abandonment to this Company of any property.

When loss payable. The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

Subrogation. This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

MISSOURI EXCEPTION—Lines 60 through 67 of the Standard Fire Policy are amended as follows: "This policy may be cancelled, not renewed, reduced in amount or adversely modified at any time by this Company by giving to the insured a thirty days' written notice of cancellation, non-renewal, reduction in amount or adverse modification with or without tender of the excess of paid premium above the pro-rata premium for the expired time, which excess, if not

DEDUCTIBLE ENDORSEMENT

In consideration of the premium for which this policy is written, it is hereby understood and agreed that there is \$250 on Fire, EC, V&MM only deductible for each and every claim on the annexed policy to which this endorsement pertains. The insured warrants and represents as follows with respect thereto.

1. Insured shall contribute amount of deductible within 10 days from date of request by Underwriters or its representatives.
2. The deductible shall apply toward adjusting expenses as well as toward any settlement of the claim.
3. In the event of failure of the insured to pay the deductible within 10 days as herein above set forth, Underwriters shall exercise its cancellation rights as provided in the policy.
4. The request for payment, as set forth in paragraph one, shall be sent to the insured by ordinary mail addressed to the insured at the address listed in the policy; the 10 (ten) days shall begin to run from the date of the postmark of the letter bearing such request.

All other terms and conditions remain unchanged.

AL26



WISCONSIN AMENDATORY ENDORSEMENT

MP 01 17

(Ed. 09 78)

1. The Special Multi-Peril Policy Conditions and Definitions are amended as follows:
 - A. General Condition 3 "Cancellation" is deleted and replaced by the following:
 1. **CANCELLATION FOR NON-PAYMENT OF PREMIUM.**

This policy may be canceled by this Company at any time for failure of the insured to pay any premium when due by mailing or delivering to the insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.
 2. **CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE AND RENEWAL POLICIES.**

If this policy:

 - (a) has been in effect for 60 days or more; or
 - (b) is a renewal of a policy issued by this Company, effective immediately;

it may be canceled by this Company for one or more of the following reasons and then only by mailing or delivering to the insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective:

 - (i) This policy was obtained through material misrepresentation;
 - (ii) There has been a substantial change in the risk assumed by this Company since the policy was issued, except to the extent that this Company should reasonably have foreseen the change or contemplated the risk in writing this policy;
 - (iii) There have been substantial breaches of contractual duties, conditions or warranties.
 3. **CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS.**

Insurance under this Policy which has been in force for less than 60 days may be canceled at any time by this Company by mailing or delivering to the insured written notice stating when, not less than 10 days thereafter, such cancellation shall be effective.
 4. **CANCELLATION OF POLICIES WITH A TERM OF MORE THAN 1 YEAR.**

In addition to the right of this Company to cancel as provided in paragraphs A.1, 2 and 3 above this Company may cancel any policy with a term of more than one year by mailing or delivering to the insured, not less than 30 days prior to any anniversary date of this policy written notice stating that cancellation shall be effective on the anniversary date of this policy.
 - B. General Condition 4 "Concealment or Fraud" is deleted and replaced by the following:

"No misrepresentation or breach of affirmative warranty made by the named insured or in his behalf in the negotiation of this policy affects this Company's obligation under this policy unless this Company relies on it and it is either material or made with intent to deceive, or unless the facts misrepresented or falsely warranted contribute to the loss. No failure of a condition prior to the loss and no breach of a promissory warranty affects this Company's obligation under this policy unless it exists at the time of the loss and either increases the risk at the time of loss or contributes to the loss. The provisions of this condition do not apply to failure to tender payment of premium".
 - C. Condition 9 (a) "Duties of the Named Insured After a Loss" in Conditions Applicable to Section I, is deleted and replaced by the following:
 - (a) give, as soon as reasonably possible, written notice of such loss to the Company;
2. The following Conditions are added:
 - A. **NONRENEWAL OF POLICY**

If this Company elects not to renew this policy, it shall mail or deliver to the Insured written notice of such nonrenewal, not less than 30 days prior to the expiration date.

The notice of nonrenewal need not be given by this Company if the Insured has accepted replacement coverage or has requested or agreed to nonrenewal of this policy.
 - B. **KNOWLEDGE AND ACTS OF AGENTS.**

Knowledge by an agent of this Company of any fact which breaches a condition of this policy shall be knowledge to the Company if such fact is known to the agent at the time the policy is issued or an application made or thereafter becomes known to the agent in the course of his dealings as an agent with the named insured. Any fact which breaches a condition of this policy and is known to the agent prior to loss shall not void the policy or defeat a recovery thereon in the event of loss.
3. **SECTION I PROPERTY COVERAGE**

The exclusion of loss occasioned by the enforcement of any law or ordinance regulating the use, construction, repair or demolition of property is deleted from any form attached to this policy.
4. **SECTION II LIABILITY COVERAGE**

Coverage as provided under Section II—Liability Coverage of this Policy is amended as follows:

 1. With respect to such insurance as is afforded by the policy for bodily injury or property damage liability arising out of the ownership, maintenance or use of motor vehicles:
 - a) The Company shall not cancel nor refuse to renew this policy solely because of the age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of any person who is an insured under this policy.
 - b) If the named insured is an individual, the "Persons Insured" provision is amended to include as insured any person using a motor vehicle owned by the named insured which is designed to transport or draw persons or property on the public highways with the permission of an adult member of the named insured's household other than a chauffeur or domestic servant, and any other person or organization but only with respect to his or its liability because of acts or omissions of such an insured.

WISCONSIN AMENDATORY ENDORSEMENT

MP 01 17
(Ed. 09 78)

2. **Action Against Company:** No Action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance by the insured with all of the terms of this policy.

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall be entitled to recover under this policy to the extent of the insurance afforded by this policy. Bankruptcy or insolvency of the insured's estate shall not relieve the Company of any of its obligations hereunder.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.



STANDARD FORM FIRE POLICY ENDORSEMENT

MP 01 01
(Ed. 07 77)

This form contains the provisions of the Standard Fire Policy. Whenever the conditions of this form can be construed to perform a liberalization of conditions found elsewhere in Section I coverage relating to insurance against loss or damage by fire, lightning or removal from premises endangered by fire or lightning, the terms and conditions of the Standard Fire Policy shall apply.

In Consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Above Specified (or specified in endorsement attached hereto), this Company for the term specified in the Declarations from inception date shown in the Declaration At 12:01 A.M. (Standard Time) to expiration date shown in the Declaration At 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the limit of liability specified in the Declarations, does insure the Insured named in the Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair, or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other Insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

(a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions

relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Pro rata liability. This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

Abandonment. There can be no abandonment to this Company of any property.

When loss payable. The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

Subrogation. This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.



SPECIAL MULTI-PERIL POLICY CONDITIONS AND DEFINITIONS GENERAL CONDITIONS

MP 00 90
(Ed. 07 77)

The following Conditions apply to Section I and II except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

1. Premium. All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.

If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the Company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the Company.

2. Time of Inception. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

3. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, the Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Notice of cancellation addressed to the named insured and mailed to the mailing address shown in the Declarations shall be sufficient notice to effect cancellation of this policy.

4. Concealment or Fraud. This policy is void if any insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

5. Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. However, if the named insured shall die, this insurance shall apply:

(a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such; or

(b) to the person having temporary custody of the property of the named insured but only until the appointment and qualification of the legal representative.

6. Subrogation.

(a) In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(b) The Company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss; however, it is agreed that the insured may:

(1) as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and

(2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

7. Inspection and Audit. The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

8. Liberalization Clause. In the event any filing is submitted to the insurance supervisory authorities on behalf of the Company, and:

(a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and

(b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;

the benefit of such extended or broadened insurance shall inure to the benefit of the insured as though the endorsement or substitution of form had been made.

9. Insurance Under More Than One Coverage, Part or Endorsement. In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the Company shall not be liable for more than the actual loss or damage sustained by the insured.

10. Waiver or Change of Provisions. The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

CONDITIONS APPLICABLE TO SECTION I

1. **Policy Period, Territory.** Section I of this policy applies only to loss to property during the policy period while such property is within or between the fifty states of the United States of America, the District of Columbia and Puerto Rico.

2. **Deductible.** Unless otherwise provided in the Declarations:

(a) The sum of \$100 shall be deducted from the amount of loss to property in any one occurrence. This deductible shall apply:

- (1) separately to each building, including personal property therein;
- (2) separately to personal property in each building if no coverage is provided on the containing building; and
- (3) separately to personal property in the open (including within vehicles).

(b) The aggregate amount of this deductible in any one occurrence shall not exceed \$1,000.

3. **Coinurance Clause.** The Company shall not be liable for a greater proportion of any loss to property covered than the limit of liability under this policy for such property bears to the amount produced by multiplying the actual cash value of such property at the time of the loss by the coinurance percentage stated in the Declarations.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required providing that nothing herein shall be construed to waive the application of the first paragraph of this clause.

If insurance under Section I of this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

4. **Removal.** This policy covers loss by removal of the property covered hereunder from premises endangered by the perils insured against, and the amount of insurance applies pro rata for five days at each proper place to which such property shall necessarily be removed for preservation.

5. **Debris Removal.** This policy covers expense incurred in the removal of debris of the property covered which may be occasioned by loss by any of the perils insured against in this policy. The total amount recoverable under this policy for both loss to property and debris removal expense shall not exceed the limit of liability applying to the property. Cost of removal of debris shall not be considered in the determination of actual cash value when applying the Coinurance Clause.

6. **War Risk And Governmental Action Exclusion.** This policy under Section I shall not apply to loss caused, directly or indirectly, by or due to any act or condition incident to the following:

(a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;

(b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or custom's regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

7. **Nuclear Clause And Nuclear Exclusion.**

(a) **Nuclear Clause (Not Applicable in New York).** The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this

policy. However, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

(b) **Nuclear Clause (Applicable only in New York):** This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

(c) **Nuclear Exclusion (Not Applicable in New York):** Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke". This clause applies to all perils insured against hereunder except the peril of fire, which is otherwise provided for in the nuclear clause above.

8. **Other Insurance.**

(a) If at the time of loss there is other insurance written in the name of the insured upon the same plan, terms, conditions and provisions as contained in this policy, herein referred to as Contributing Insurance, the Company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such loss.

(b) If at the time of loss there is other insurance other than that as described in (a) above, the Company shall not be liable for any loss hereunder until:

- (1) the Liability of such other insurance has been exhausted, and
- (2) then for only such amount as may exceed the amount due from such other insurance, whether collectible or not.

9. **Duties Of The Named Insured After A Loss.** In case of loss the named insured shall:

- (a) give immediate written notice of such loss to the Company;
- (b) protect the building and personal property from further damage, make reasonable temporary repairs required to protect the property, and keep an accurate record of repair expenditures;
- (c) prepare an inventory of damaged personal property showing in detail, quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;
- (d) exhibit the remains of the damaged property as often as may be reasonably required by the Company and submit to examination under oath;
- (e) submit to the Company within 60 days after requested a signed, sworn statement of loss that sets forth to the best of the named insured's knowledge and belief:

- (1) the time and cause of loss;
- (2) interest of the insured and all others in the property involved and all encumbrances on the property;
- (3) other policies of insurance that may cover the loss;
- (4) changes in title or occupancy of the property during the term of the policy;
- (5) specifications of any damaged building and detailed estimates for repair of the damage;
- (6) an inventory of damaged personal property described in (c) above;
- (f) give notice of such loss to the proper police authority if loss is due to a violation of law.

10. **Appraisal.** If the named insured and the Company fail to agree on the amount of the loss, either can demand that the amount of loss be set by appraisal. If either party makes a written demand for appraisal, each shall select a competent independent appraiser. Each shall notify the other of the selected appraiser's identity within twenty (20) days of the receipt of the written demand.

The two appraisers shall select a competent, impartial umpire. If the appraisers are unable to agree upon an umpire within fifteen (15) days, the named insured or the Company may petition a judge of a Court of Record in the state where the insured premises is located to select an umpire.

The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to the Company, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of loss.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire shall be paid equally by the named insured and the Company.

11. Company Options. If the Company gives notice within thirty (30) days after it has received a signed, sworn statement of loss, it shall have the option to take all or any part of the property damaged at an agreed value, or to repair, rebuild or replace it with equivalent property.

12. Abandonment Of Property. The Company need not accept any property abandoned by an insured.

13. Payment Of Loss. The Company will pay all adjusted claims within thirty (30) days after presentation and acceptance of the proof of loss.

14. Privilege To Adjust With Owner.

(a) Except as provided in (b) below, or unless another payee is specifically named in the policy, loss, if any, shall be adjusted with and payable to the named insured.

(b) In the event claim is made for damage to property of others held by the insured, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Company and the receipt of payment by such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made.

If legal proceedings be taken to enforce a claim against the insured as respects any such loss or damage, the Company reserves the right at its option without expense to the insured to conduct and control the defense on behalf of and in the name of the insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.

15. Suit. No suit shall be brought on this policy unless the insured has complied with all the policy provisions and has commenced the suit within one year after the loss occurs.

16. Permits And Use. Except as otherwise provided, permission is granted:

(a) to make alterations and repairs;

(b) in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured against shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.

17. Vacancy, Unoccupancy and Increase of Hazard.

(a) This Company shall not be liable for loss occurring while a described building, whether intended for occupancy by owner or tenant is vacant beyond a period of sixty consecutive days. "Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building, but a building in process of construction shall not be deemed vacant.

(b) Permission is granted for unoccupancy.

(c) Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring while the hazard is increased by any means within the control or knowledge of the insured.

18. Protective Safeguards. If as a condition of this insurance that the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance only as respects the location or situation affected for the time of such discontinuance.

19. Mortgage Clause—Applicable Only To Buildings. This clause is effective if a mortgagee is named in the Declarations. The word "mortgagee" includes "trustee". Loss to buildings shall be payable to the named mortgagee as interest may appear, under all present or future mortgages on the buildings described in the Declarations in order of precedence of mortgages on them.

As it applies to the interest of any mortgagee designated in the Declarations, this insurance shall not be affected by any of the following:

(a) any act or neglect of the mortgagor or owner of the described buildings;

(b) any foreclosure or other proceedings or notice of sale relating to the property;

(c) any change in the title or ownership of the property;

(d) occupancy of the premises for purposes more hazardous than are permitted by this policy;

provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee shall, on demand, pay the premium.

The mortgagee shall notify the Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the mortgagee. Unless permitted by this policy, such change of ownership or occupancy or increase of hazard shall be noted on the policy and the mortgagee shall on demand pay the premium for the increased hazard for the term it existed under this policy. If such premium is not paid, this policy shall be null and void.

The Company reserves the right to cancel this policy at any time as provided by its terms. If so cancelled, this policy shall continue in force for the benefit only of the mortgagee for ten days after notice to the mortgagee of such cancellation and shall then cease. The Company shall have the right to cancel this agreement on ten days notice to the mortgagee.

When the Company shall pay the mortgagee any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the mortgagee to whom such payment shall have been made, under the mortgage debt. In lieu of taking such subrogation, the Company may, at its option, pay to the mortgagee the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities. However, no subrogation shall impair the right of the mortgagee to recover the full amount of said mortgagee's claim.

20. Recoveries. In the event the Company has made a payment for loss under the policy and a subsequent recovery is made of the lost or damaged property, the insured shall be entitled to all recoveries in excess of the amount paid by the Company, less only the actual cost of effecting such recoveries.

21. Loss Clause. Any loss hereunder shall not reduce the amount of this insurance.

22. No Benefit To Bailee. This insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.

23. No Control. This insurance shall not be prejudiced:

(a) by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building when such act or neglect of the owner or occupant is not within the control of the insured, or

(b) by failure of the insured to comply with any warranty or condition contained in any endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

CONDITIONS APPLICABLE TO SECTION II

1. **Supplementary Payments.** The Company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

2. **Premium.** Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

3. **Financial Responsibility Laws.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit.**

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Medical Reports; Proof and Payment of Claim.** As soon as practicable the insured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company

when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

6. **Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party in any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

7. **Other Insurance.** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8. **Annual Aggregate.** If this policy is issued for a period in excess of one year, any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

9. **Nuclear Exclusion.**

1. This policy does not apply:

(a) Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

(c) Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

DEFINITIONS APPLICABLE TO SECTION II

When used in the provisions applicable to Section II of this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work, or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition

operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.



SPECIAL MULTI-PERIL POLICY SECTION I—GENERAL PERSONAL PROPERTY FORM

MP 00 12
(Ed. 05 81)

I. PROPERTY COVERED

PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the insured; all while (1) in or on the building(s) or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions comprising a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to removal by the insured.

PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the insured, while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof be in full satisfaction of any claim by the named insured for which payments have been made.

II. PROPERTY NOT COVERED

This policy does not cover:

A. Animals and pets, aircraft; watercraft, including motors, equipment and accessories (except rowboats and canoes, while out of water and on the designated premises); and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured.

This provision does not apply to the following types of property when held for sale or sold but not delivered:

1. Animals and pets;
2. Motorcycles, motorscooters and snowmobiles;
3. Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats; or
4. Watercraft, including motors, equipment and accessories, while not afloat.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured:

1. Aircraft;

2. Watercraft, including motors, equipment and accessories, while not afloat; or

3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.

B. Personal property while waterborne.

C. Outdoor trees, shrubs and plants, except when held for sale or sold but not delivered, or as provided in the Extensions of Coverage.

D. Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage.

E. Accounts, bills, currency, deeds, evidences of debt, money and securities.

F. Outdoor signs, whether or not attached to a building or structure.

G. Growing crops and lawns.

H. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

III. EXTENSIONS OF COVERAGE

Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. **Property at Newly Acquired Locations:** The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$10,000, to cover direct loss in any one occurrence by a peril insured against to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company; or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.

B. **Off-Premises:** The named insured may apply up to 2% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$5,000, nor less than \$1,000, at a described location to cover direct loss in any one occurrence by a peril insured against to the property covered under Personal Property of the Insured (other than merchandise or stock) while removed from designated premises. This Extension of Coverage shall not apply to property in transit, nor to property on any premises owned, leased, operated or controlled by the insured.

C. **Personal Effects:** The insured may apply up to \$500 to cover direct loss in any one occurrence by a peril insured against to personal effects while located on the designated premises, belonging to the insured, officers, partners or employees thereof, and limited to \$100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.

D. **Valuable Papers and Records:** The insured may apply up to \$500 to cover direct loss in any one occurrence by a peril insured against to valuable papers and records consisting of books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.

E. Outdoor Trees, Shrubs and Plants: The insured may apply up to \$1,000 to cover outdoor trees, shrubs and plants, except when held for sale or sold but not delivered, at the designated premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against herein. The Company shall not be liable for more than \$250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.

F. Extra Expense: The insured may apply up to \$1,000 to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by a peril insured against under this form to the buildings or personal property situated at the designated premises.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operations of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or personal property as have been damaged.

The Company shall not be liable under this Extension of Coverage for:

1. loss of income;

IV. PERILS INSURED AGAINST

This policy insures against all direct loss to the property covered under this form caused by:

A. FIRE.

B. LIGHTNING.

C. WINDSTORM OR HAIL, excluding loss caused directly or indirectly by frost or cold weather, or ice (other than hail), snow or sleet, whether driven by wind or not.

1. This Company shall not be liable for loss to the interior of the building(s) or the property covered therein caused:

(a) by rain, snow, sand or dust, whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct action of wind or hail and then shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust entering the building(s) through openings in the roof or walls made by direct action of wind or hail; or (b) by water from sprinkler equipment or from other piping, unless such equipment or piping be damaged as a direct result of wind or hail.

2. The Company shall not be liable for Windstorm or Hail damage to the following property:

- (a) Windmills, wind pumps or their towers;
- (b) Crop silos or their contents;
- (c) Metal smokestacks; or
- (d) When outside of buildings,

- (1) Grain, hay, straw or other crops;
- (2) Trees, shrubs or plants;
- (3) Awnings of fabric or slat construction, canopies of fabric or slat construction, including their supports;
- (4) Radio or television antennas, including their lead-in wiring, masts or towers.

D. EXPLOSION, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

2. the cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or restore books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records that have been damaged by a peril not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced; or

3. any other consequential or remote loss.

G. Non-Owned Personal Property: The insured may apply at each location up to 2% of the limit of liability specified for Personal Property of the Insured at such location, but not exceeding \$2,000, as an additional amount of insurance, to cover for the account of the owners thereof (other than the named insured) direct loss by a peril insured against to personal property, similar to that covered by this policy, belonging to others while in the care, custody or control of the named insured and all while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payments have been made. As respects personal property belonging to others, this provision shall replace any loss payable provision of this policy.

1. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.

2. The following are not explosions within the intent or meaning of these provisions:

- (a) Shock waves caused by aircraft, generally known as "sonic boom";
- (b) Electric arcing,
- (c) Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,
- (d) Water hammer,
- (e) Rupture or bursting of water pipes,
- (f) Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water,
- (g) Rupture, bursting or operation of pressure relief devices.

E. SMOKE, meaning sudden and accidental damage from smoke, other than smoke from agricultural smudging or industrial operations.

F. AIRCRAFT OR VEHICLES, meaning only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered or with the building(s) containing the property covered, except that loss by aircraft includes direct loss by objects falling therefrom.

This Company shall not be liable for loss:

1. by any vehicle owned or operated by an insured or by any tenant of the designated premises;
2. by any vehicle to fences, driveways, walks, or when outside of buildings, to trees, shrubs or plants;
3. to any aircraft or vehicle including its contents other than stocks of aircraft or vehicles in process of manufacture or for sale.

The word "vehicles" means vehicles running on land or tracks but not aircraft. The word "aircraft" shall include self-propelled missiles and spacecraft.

G. RIOT, RIOT ATTENDING A STRIKE OR CIVIL COMMOTION, including direct loss by acts of striking employees of the owner or tenant(s) of the building(s) while occupied by said striking employees and shall also in-



SPECIAL MULTI-PERIL POLICY SECTION I—GENERAL PERSONAL PROPERTY FORM

MP 00 12
(Ed. 05 81)

I. PROPERTY COVERED

PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the insured and usual to the occupancy of the insured, including the insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the insured; all while (1) in or on the building(s) or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

This coverage shall also include Tenant's Improvements and Betterments, meaning the insured's use interest in fixtures, alterations, installations or additions comprising a part of the building(s) occupied but not owned by the insured and made or acquired at the expense of the insured exclusive of rent paid by the insured, but which are not legally subject to removal by the insured.

PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the insured, while (1) in or on the building(s), or (2) in the open (including within vehicles) on or within 100 feet of the designated premises.

Loss shall be adjusted with the named insured for the account of the owners of the property, except that the right to adjust any loss with the owners is reserved to the Company and the receipts of the owners in satisfaction thereof be in full satisfaction of any claim by the named insured for which payments have been made.

II. PROPERTY NOT COVERED

This policy does not cover:

A. Animals and pets, aircraft; watercraft, including motors, equipment and accessories (except rowboats and canoes, while out of water and on the designated premises); and automobiles, trailers, semi-trailers or any self-propelled vehicles or machines, except such property not licensed for use on public thoroughfares and operated principally on the premises of the insured.

This provision does not apply to the following types of property when held for sale or sold but not delivered:

1. Animals and pets;
2. Motorcycles, motorscooters and snowmobiles;
3. Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats; or
4. Watercraft, including motors, equipment and accessories, while not afloat.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the insured;

1. Aircraft;

2. Watercraft, including motors, equipment and accessories, while not afloat; or

3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.

B. Personal property while waterborne.

C. Outdoor trees, shrubs and plants, except when held for sale or sold but not delivered, or as provided in the Extensions of Coverage.

D. Household and personal effects contained in living quarters occupied by the insured, any officer, director, stockholder or partner of the insured or relatives of any of the foregoing, except as provided in the Extensions of Coverage.

E. Accounts, bills, currency, deeds, evidences of debt, money and securities.

F. Outdoor signs, whether or not attached to a building or structure.

G. Growing crops and lawns.

H. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

III. EXTENSIONS OF COVERAGE

Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. Property at Newly Acquired Locations: The insured may apply up to 10% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$10,000, to cover direct loss in any one occurrence by a peril insured against to such property at any location (except fairs and exhibitions) acquired by the insured for similar occupancies or warehousing purposes, elsewhere than at the designated premises within the territorial limits of this policy. This coverage shall cease 30 days from the date of such acquisition or on the date values at such locations are reported to the Company, or on the expiration date of the policy, whichever occurs first. Additional premium shall be due and payable for values so reported from the date the property is acquired.

B. Off-Premises: The named insured may apply up to 2% of the limit of liability specified for Personal Property of the Insured, but not exceeding \$5,000, nor less than \$1,000, at a described location to cover direct loss in any one occurrence by a peril insured against to the property covered under Personal Property of the Insured (other than merchandise or stock) while removed from designated premises. This Extension of Coverage shall not apply to property in transit, nor to property on any premises owned, leased, operated or controlled by the insured.

C. Personal Effects: The insured may apply up to \$500 to cover direct loss in any one occurrence by a peril insured against to personal effects while located on the designated premises, belonging to the insured, officers, partners or employees thereof, and limited to \$100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of the Company, loss under this Extension of Coverage may be adjusted with and payable to the insured.

D. Valuable Papers and Records: The insured may apply up to \$500 to cover direct loss in any one occurrence by a peril insured against to valuable papers and records consisting of books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the insured at designated premises. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the insured to reproduce, replace or restore such valuable papers and records. The total amount payable in any one occurrence under this Extension of Coverage shall not exceed the limit specified above, regardless of the number of premises designated in the Declarations.



SPECIAL MULTI-PERIL POLICY LIABILITY INSURANCE

BODILY INJURY LIABILITY**PROPERTY DAMAGE LIABILITY**

1. The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

**bodily injury or
property damage**

to which this insurance applies, caused by an occurrence, and arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental to the business of the named insured conducted at or from the insured premises, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on insured premises, if such automobile is not owned by or rented or loaned to any insured;

(c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any insured, or

(2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or other water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage arising out of operations on or from premises (other than insured premises) owned by, rented to or controlled by the named insured, or to liability assumed by the insured under any contract or agreement relating to such premises;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to

(1) property owned or occupied by or rented to the insured,

(2) property used by the insured, or

(3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under any incidental contract, or

(2) expenses for first aid under the Supplementary Payments provision;

(r) to bodily injury and property damage arising out of demolition operations performed by or on behalf of the insured.

(s) to property damage included within:

- (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";
- (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c";
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law;
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Bodily Injury and Property Damage Combined—Subject to the provisions below concerning "aggregate", limit of liability stated in the Declarations as applicable to "each occurrence" is the total limit of the company's liability because of Bodily Injury and Property Damage Combined for all damages as the result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

The total liability of the company for all damages because of all bodily injury and property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the schedule as "aggregate".

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard.

Such aggregate limit shall apply separately (i) to the property damage described in subparagraphs (1) and (2), (ii) to the sum of the damages of all bodily injury and all property damage described in subparagraph (3) and (iii) separately with respect to each project away from premises owned by or rented to the named insured.

Bodily Injury and Property Damage—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means (1) the premises designated in the declarations, (2) premises alienated by the named insured (other than premises constructed for sale by the named insured), if possession has been relinquished to others, and (3) premises as to which the named insured acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after such acquisition; and includes the ways immediately adjoining such premises on land.

V. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

PREMISES MEDICAL PAYMENTS

1. The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of a condition in the insured premises or operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply:

- (a) to bodily injury
 - (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any automobile or aircraft owned or operated by or rented to or loaned to any insured, or
 - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any watercraft owned or operated by or rented or loaned to any insured, or

(ii) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises; or

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(5) arising out of operations on or from premises (other than insured premises) owned by, rented to, or controlled by the named insured;

(b) to bodily injury

(1) included within the complete operations hazard or the products hazard;

(2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations of such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to bodily injury

(1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the Company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the Company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" mean all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.



GENERAL SCHEDULE—SECTION II
SMP LIABILITY INSURANCE

MP 99 91
(Ed. 07 77)

Description of Hazards and Locations

The rating classifications herein, except as specifically provided elsewhere, do not modify any of the provisions of the policy.	Code No.	Premium Bases †	Rates		Advance Premiums	
			*B.I.	P.D.	*B.I.	P.D.
(a) Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration		*For SMP Liability Insurance Form Single Limit, Use B.I. Column. Include Premium for Premises Medical Payment Insurance in B.I. Column.	
(b) Escalators		(d) Number Insured	(d) Per Landing			
(c) Independent Contractors—Let or Sublet Work		(e) Cost	(e) Per \$100 of Cost			
(d) Completed Operations		(f) Receipts	(f) Per \$1,000 of Receipts			
(e) Products		(g) Sales	(g) Per \$1,000 of Sales			
a) Fuel Oil, Gasoline or Kerosene Dealers	59821	p) 80,000	.931	2.485	750.00	1,988.00
a) Offices--operated by Government Agencies (City, town, state, federal, etc.)	65121	s a) 500	24.293	.180	121.00	66.00MP
Audit is subject to \$21,600 minimum payroll						

†Describe premium basis, if other than stated.

LIABILITY

G 319

EXCLUSION

(Named Insured's Products)

L 9156
(Ed. 10-66)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

This endorsement, effective _____, forms a part of policy No. 65100/1830
(12:01 A. M., standard time)

issued to **Commerce Industrial Chemicals, Inc.**

by **All Lines Insurance Agency, Inc.**

Caroline Drewry
Authorized Representative

Description of Operations:

Fuel dealership

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage for the operations described in this endorsement does not apply to **bodily injury or property damage** arising out of (1) the **named insured's products**, or (2) reliance upon a representation or warranty made with respect thereto if the **bodily injury or property damage** occurs after physical possession of such products has been relinquished to others whether such **bodily injury or property damage** occurs on premises owned by or rented to the **named insured** or elsewhere.

(ISO-Adv. 3003)

AMENDMENT—LIMITS OF LIABILITY

(Single Limit)

(Individual Coverage Aggregate Limit)

SCHEDULE

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$ 500,000 each occurrence \$ 500,000 aggregate

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) automobiles or units of **mobile equipment** to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

(a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages because of **bodily injury** or **property damage** as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

(b) If an aggregate amount is stated in the Schedule then subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all **bodily injury** and **property damage** which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) if Products-Completed Operations Insurance is afforded, all **bodily injury** and **property damage** included within the **completed operations hazard** and all **bodily injury** and **property damage** included within the **products hazard**; and

(4) if Contractual Liability Insurance is afforded, all **property damage** for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the **property damage** described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the **named insured**;
- (ii) to the sum of the damages for all **bodily injury** and **property damage** described in subparagraph (3); and
- (iii) to the **property damage** described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the **named insured**.

(c) For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

PUNITIVE DAMAGES EXCLUSION ENDORSEMENT

It is understood and agreed that this insurance does not apply to legal liability awarded for punitive damages by a court of law or jury or agreed to in advance by the insured.

It is understood and agreed that the following is a definition of "punitive damages," but it is not the only or sole definition accepted by legal authorities:

"Punitive damages" means related misconduct that is intentional, malicious or consists of action or inaction which is so gross, willful or which indicates such a conscious or an aggravated disregard of others that a jury could conclude that the conduct takes on a criminal character, whether or not it is punishable as an offense against the state.

Attached to and forming a part of Certificate Number 65100/1830

Date 3/12/84



All Lines Insurance Agency, Inc.

ASSAULT AND BATTERY EXCLUSION

In consideration of the reduced rate of premium charged, it is understood and agreed that this policy excludes claims arising out of assault and battery, whether caused by or at the instigation of, or at the direction of, or omission by, the insured, his employees, patrons or any cause whatsoever.

Attached to and forming a part of Certificate Number 65100/1830

Dated 3/12/84

Corbelle Wason

All Lines Insurance Agency, Inc.

ALL LINES INSURANCE AGENCY, INC.

2300 Kohler Memorial Drive • Sheboygan, Wisconsin 53081

SURPLUS LINES INSURANCE PROPOSAL

Proposal Number: 1984/169

Name and Address of Applicant
Commerce Industrial Chemicals, Inc.
5611 West Woolworth Avenue
Milwaukee, WI 53218

Date 3/12/84

You have asked that I procure the following insurance coverage on your behalf:

Type of Insurance

SMP

Limits of Coverage

\$ 10,000 - contents
\$500,000 CSL - Liability

I can procure the coverage desired from the following insurer(s) at the premium listed:

Insurer(s) — Name and Address	% of Total Risk	Premium Quoted
Terra Nova Ins. Co. (London, England)	100	\$3000.00

This insurance is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the State of Wisconsin, and will be issued and delivered as a surplus lines coverage pursuant to Section 618.41, Wisconsin Statutes. The insurance is regulated by the Commissioner of Insurance only as provided in Sections 618.41 and 618.43, Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of a 3% tax on gross premium (except for ocean marine insurance on which the tax is one-half of 1%). The tax in this instance amounts to \$ 90.00. If the above transaction is not satisfactory, please advise immediately.

Caroline Drewry

Name of licensed surplus lines agent

All Lines Insurance Agency Inc.
2300 Kohler Memorial Drive
Sheboygan, WI 53081

Address

cc: Commissioner of Insurance
State of Wisconsin



2300 Kohler Memorial Drive • Sheboygan, Wisconsin 53081

SURPLUS LINES ENDORSEMENT

PROPOSAL NUMBER 1984/169

SURPLUS LINES ENDORSEMENT FORM

(To be submitted to Commissioner of Insurance)

For Attachment to Policy No.: 65100/1830

Insurer: Terra Nova Ins. Co.

Premium: \$2975.00

Fee (if any): \$25.00

Tax (on total): \$90.00

Coverage: SMP - \$ 10,000 contents
\$500,000 CSL - Liability

This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the State of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to section 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium. (1/2% on ocean marine insurance).

Persons to Whom Commissioner Shall Mail Legal Process:

Mendes & Mount
3 Park Avenue
New York, NY 10016

Wisconsin Surplus Lines Agent:

Caroline Drewry

Address:

c/o All Lines Insurance Agency Inc.
2300 Kohler Memorial Drive
Sheboygan, WI 53081

Date: 3/12/84

Alexander & Alexander of New York Inc.
1785 Avenue of the Americas
New York, N.Y. 10036
Telephone 212 575-8000

**Alexander
& Alexander**

September 5, 1984

Mr. Donald Michalski
Commerce Industrial Chemicals, Inc. #122
5611 West Wauwatosa Avenue
Milwaukee, Wisconsin 53218

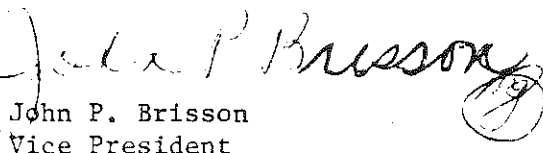
NACD Program

Dear Sir:

Enclosed is the Chubb Group of Insurance Companies policy which represents \$500,000 of Combined Single Limit per occurrence and aggregate for Bodily Injury and/or Property Damage, Product Liability, Contractual Liability and Broad Form Vendors.

If you should have any questions please contact me directly.

Kind Regards,


John P. Brisson
Vice President

JPB/caj

Enclosure



CHUBB GROUP
of Insurance Companies
15 Mountain View Road, P.O. Box 1615,
Warren, NJ 07061-1615

DECLARATIONS

GENERAL LIABILITY-AUTOMOBILE POLICY

Prior Number

Producer Number 2-63746

Policy Number GLP (7314 30 76

Item 1.

Named Insured & Address
Commerce Industrial Chemicals Inc.
5611 West Woolworth Avenue
Milwaukee, Wisconsin 53218

Issued by the stock insurance company indicated
(by "x" below) herein called the company

☒ **FEDERAL INSURANCE COMPANY**
Incorporated under the laws of New Jersey

☐ **PACIFIC INDEMNITY COMPANY**
Incorporated under the laws of California

☐ **SUN INSURANCE OFFICE LIMITED**
Incorporated under the laws of England

Name, Mailing Address of Producer
Alexander & Alexander, Inc.
1185 Avenue of the Americas
New York, New York 10036

Named Insured ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other _____

Item 2. 12:01 A.M. standard time at the address

Audit Period-Annual unless otherwise stated below.

Policy Period: of the **Named Insured** as stated From: 4/30/84 To 4/30/85

Item 3. Insurance is afforded only with respect to the Coverage Part(s) specified by a premium charge:			
Coverage Part	Advance Premium	Coverage Part	Advance Premium
	\$		\$
Comprehensive General Liability Insurance	\$	Basic Automobile Liability Insurance	\$
Personal Injury Liability Insurance	\$	Comprehensive Automobile Liability Insurance	\$
Contractual Liability Insurance (Blanket)	\$	Automobile Medical Payments Insurance	\$
Contractual Liability Insurance (Designated Contracts Only)	\$ incl.	Protection Against Uninsured Motorists Insurance	\$
Premises Medical Payments Insurance	\$	Automobile Physical Damage Insurance (Fleet Automatic)	\$
Owners', Landlords' and Tenants' Liability Insurance	\$	Automobile Physical Damage Insurance (Non-Fleet)	\$
Manufacturers' and Contractors' Liability Insurance	\$	Automobile Physical Damage Insurance (Dealers)	\$
Owners' and Contractors' Protective Liability Insurance (Coverage for Operations of Designated Contractor)	\$	Garage Insurance	\$
Comprehensive Personal Insurance	\$	Products Liability/Completed Operations	\$ 8,712.00
Farmer's Comprehensive Personal Insurance	\$		\$
Farmer's Medical Payments Insurance	\$		\$
	\$		\$
TOTAL ADVANCE PREMIUM			\$ 8,712.00


Authorized Representative

This Declaration Page with Policy Provisions, Coverage Part(s) and Endorsement(s) complete above numbered policy.

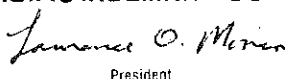
In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, or the authorized officers of its U.S. Manager, Chubb & Son Inc., but this policy shall not be valid unless also signed by a duly authorized representative of the company.

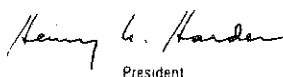
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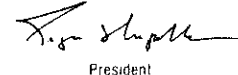
PACIFIC INDEMNITY COMPANY

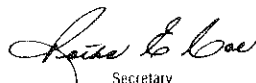
FEDERAL INSURANCE COMPANY

**CHUBB & SON INC., U.S. MANAGER OF
SUN INSURANCE OFFICE LIMITED**


President


President


President


Secretary


Secretary


Secretary

For attachment to Policy No. GLP73143076, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	\$As per endorsement #1	\$	\$
B—Property Damage Liability	\$	\$	\$
Form numbers of endorsements attached at issue			\$
	Total Advance Premium		\$

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			BI	PD	Bodily Injury	Property Damage
Completed Operations		(a) Receipts	(a) Per \$1,000 of Receipts			
Products		(b) Sales	(b) Per \$1,000 of Sales			
Chemicals - industrial use - 28105S			(included for all categories)			
Total Advance BI and PD Premiums			\$ incl.		\$ incl.	\$ incl.

When used as a premium basis:

1. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
2. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

(over)

I. COVERAGE
COVERAGE B BODILY INJURY OR PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A. bodily injury or
- B. property damage

to which this insurance applies, caused by an occurrence, if the bodily injury or property damage is included within the completed operations hazard or the products hazard, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage for which the insured may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured as an owner or lessor described in (2) above;
- (c) to any obligation for which the insured or any carrier, as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (d) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury;
- (e) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (f) to property damage to the named insured's products arising out of such products or any part of such products;
- (g) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (h) to damages claimed for the withdrawal, inspection, repair, replacement, or

loss of the named insured's property or work completed by or for the named insured, or property of which the named insured's products or work form a part, if such property or work is withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

- (i) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury to which this coverage applies shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the schedule as "aggregate".

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.



COVERAGE PART

CONTRACTUAL LIABILITY INSURANCE
 (Designated Contracts Only)

 L 6400
 (Ed. 1-73)

 For attachment to Policy No GLP73143076, to complete said policy.
SCHEDULE

The insurance afforded for contractual liability is only with respect to such of the following Coverages as are indicated by a specific premium charge applicable thereto. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
Y—Contractual Bodily Injury Liability	As per endorsement		\$
Z—Contractual Property Damage Liability	ment #1	\$	\$
Form numbers of endorsements attached at issue			\$
Total Advance Premium			\$

Designation of Contracts	Code No.	Premium Bases	Rates		Advance Premiums	
			B.I.	P.D.	Bodily Injury	Property Damage
All written contracts wherein the named insured has agreed to defend and/or indemnify a specifically identified purchaser of the named insured's product for all claims covered within the terms and conditions of this policy based upon bodily injury or property damage arising out of the named insured's products		(a) Number	(a) Per Contract			
		(b) Cost	(b) Per \$100 of Cost			
		incl.	incl.	incl.	incl.	incl.
Total Advance B.I. and P.D. Premiums					\$incl.	\$incl.

When used as a premium basis:

"cost" means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

I. COVERAGE Y—ACTUAL BODILY INJURY LIABILITY

COVERAGE Z—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured, by reason of contractual liability assumed by him under a contract designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

Y. bodily injury or

Z. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) if the insured or his indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including
 - (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
 - (2) supervisory, inspection or engineering services;
- (b) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (c) to bodily injury or property damage for which the indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;
- (d) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (e) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (f) to property damage to
 - (1) property owned or occupied by or rented to the insured;
 - (2) property used by the insured; or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- (g) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (h) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (i) to property damage to the named insured's products arising out of such products or any part of such products;
- (j) to property damage to work performed by or on behalf of the named insured

arising out of work or any portion thereof, or out of equipment used in connection therewith;

- (k) to damages arising out of the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (l) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (m) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (n) to property damage included within (1) the explosion hazard, (2) the collapse hazard, or (3) the underground property damage hazard.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage Y—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as a result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage Z—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the schedule as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the named insured.

Coverages Y and Z—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"contractual liability" means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

V. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

VI. ADDITIONAL CONDITION

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.



(ISO-Adv. 3003)
AMENDMENT—LIMITS OF LIABILITY
(Single Limit)
(Policy Aggregate Limit)
ENDORSEMENT #1

SCHEDULE

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$ 500 ,000 each occurrence \$ 500 ,000 aggregate

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or units of mobile equipment to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

- (a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages because of bodily injury or property damage as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit

of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

- (b) If an aggregate amount is stated in the Schedule then subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate".
- (c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

6 604

L 9296
(Ed 1-73)

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective

4/30/84
(12:01 A. M., standard time)

forms a part of policy No. GLP 7314 30 76

issued to Commerce Industrial Chemicals Inc.

by Federal Insurance Company

John P. Brisson
Authorized Representative

SCHEDULE

Amount and Basis of Deductible	Coverage
\$ per claim \$ see below per occurrence	Bodily Injury Liability
\$ per claim \$ see below per occurrence	Property Damage Liability

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused).—

The deductible shall apply to indemnity only and not to any defense cost, claim cost, expenses or attorneys fees.

\$12000 each and every occurrence. BODILY INJURY and/or PROPERTY DAMAGE.

It is agreed that:

1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages.
2. The deductible amounts stated in the schedule apply as follows:
 - (a) PER CLAIM BASIS—If the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
 - (b) PER OCCURRENCE BASIS—If the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence.
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

AUTHENTIC

**ENDORSEMENT
ADDITIONAL INSURED
(Vendors - Broad Form)**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

This endorsement effective 4/30/84 12:01 a.m., forms a part of Policy Number GLP7314 30 76 issued to Commerce Industrial Chemicals Inc.

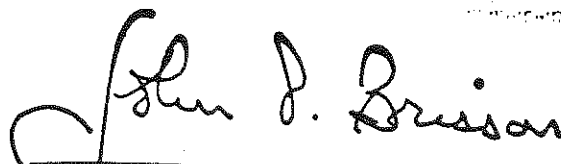
by Federal Insurance Company

SCHEDULE

Name of Vendor(s)	Description of Product(s)
"Only as requested by the Named Insured and issued by the carrier during the policy period"	

It is agreed that the "Persons Insured" provision is amended to include any person or organization designated above (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products designated above subject to the following additional provisions:

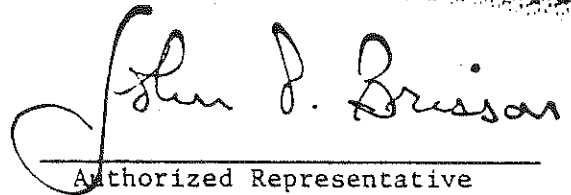
1. The insurance with respect to the vendor does not apply to:
 - (a) any express warranty unauthorized by the named insured;
 - (b) bodily injury or property arising out of
 - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
 - (ii) repacking unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
 - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
 - (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or contains such products.


Authorized Representative

ENDORSEMENT #2

This endorsement forms a part of Policy Number GLP7314 30 76
issued by the Federal Insurance Company and is
effective 4/30/84 12:01 A.M. Standard Time

The Named Insured is hereby amended to include; all wholly owned
and/or financially controlled subsidiaries as may now or hereafter
be constituted.


Authorized Representative

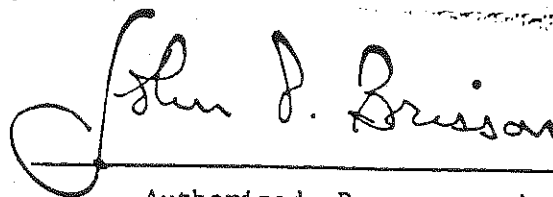
ENDORSEMENT #3

This endorsement effective 4/30/84 12:01 a.m., forms a part
of Policy Number GLP7314 30 76 issued to Commerce Industrial Chemicals, Inc.
by Federal Insurance Company

TERRITORIAL PROVISIONS

The territorial provisions of this policy are hereby amended to read:

anywhere in the world with respect to
damages because of bodily injury or
property damage arising out of the sale
of the insureds products, provided the
suit for damages is brought within the
United States of America, its territories
or possessions or Canada.

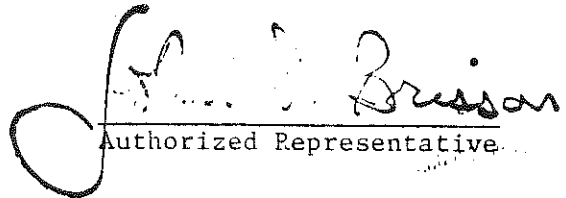


Authorized Representative

ENDORSEMENT # 4

This endorsement effective 4/30/84 12:01 AM forms a part of Policy
Number GLP7314 3076 issued to Commerce Industrial Chemicals, Inc.
by Federal Insurance Company

In consideration of the premium charged hereon, it is understood and
agreed that the audit for the policy period ending 4/30/85 shall be
subject to the agreed formula based upon the "Chemical Week" index.


Authorized Representative

Irrevocable Letter of Credit

...&I Marshall & Isley Bank
International Banking Department
770 North Water Street
Waukegan, Wisconsin 53201

NON-NEGOTIABLE COPY

Telephone: 414 765-7680
Cable Address MARIL
Telex: 0269572 MARIL - MIL

<input type="checkbox"/> This is a confirmation of the credit opened by brief wire advice under even date. <input type="checkbox"/> This is a confirmation of the credit opened by wire under even date. Date of Issue February 1, 1983		Issuing Bank's Credit No. <div style="text-align: center;">SB 805</div>	Advising Bank's Credit No.
Advising Bank		Applicant Commerce Industrial Chemicals, Inc. 5611 W. Woolworth Ave. Milwaukee, WI 53218	
Beneficiary State of Wisconsin Department of Natural Resources Box 7921 Madison, WI 53707		Maximum Amount <div style="text-align: center;">US\$10,375.00</div>	Expiry date at our counters: February 1, 1984

We hereby issue this Irrevocable Letter of Credit in your (The Beneficiary's) favor which is available against your drafts at
-----sight----- drawn on M&I Marshall & Ilsley Bank, Milwaukee, Wisconsin

bearing the clause: "Drawn under M&I Marshall & Ilsley Bank Credit No. XB SB 805" accompanied by the following documents:

- A signed Beneficiary's statement declaring that, "the amount of the draft is payable pursuant to regulations issued under the authority of Section NR 180.15 or Section 181.42(10), Wisconsin Administrative Code, as amended."

Whereas the customer owns a solid waste land disposal or hazardous waste facility named CIC Inc. located in Section 26, Township 8N, Range 21E, City of Milwaukee, Milwaukee County, Wisconsin, and that facility is subject to either the closure requirements of the plan of operation approval issued by the Beneficiary, dated the _____ day of _____, 19____ and any amendments thereto or the closure requirements of Sections NR 181.42(8) and 181.44(12) and (13), Wisconsin Administrative Code, whichever is applicable to the facility.

This Letter of Credit is written to provide proof of financial responsibility pursuant to Section 144.443, Wisconsin Statutes, and Section NR 180.15 or NR 181.42(10), Wisconsin Administrative Code, to ensure compliance with the closure requirements of the plan of operation approval and any amendment thereto or the closure requirements in Section 181.42(8) and 181.44(12) and (13), Wisconsin Administrative Code, whichever is applicable, and shall inure to the benefit of the beneficiary.

- ☐ Documents must be presented to negotiating or paying bank within _____ days of issuance of documents evidencing shipment or dispatch or taken in charge (shipping documents) but within validity of Letter of Credit.

Shipment from	Partial Shipments	Transshipments
To		
Special Conditions:		

Continued on Page Two which forms an integral part of the Letter of Credit.

The negotiating bank must forward all original documents by airmail unless otherwise instructed direct to M&I Marshall & Ilsley Bank, Milwaukee, Wisconsin 53201 Attention International Banking Department.

[illegible]

M&I Marshall & Ilsley Bank

Indications of Advising Bank

Appendix 28

This credit will be subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, in effect on the date of issuance.

Telephone: 414 765-7680
Cable Address MARIL
Telex: 0269572 MARIL-MIL

PAGE TWO which forms an integral part of our Credit SB 805

<input type="checkbox"/> This is a confirmation of the credit opened by brief wire advice under even date. <input type="checkbox"/> This is a confirmation of the credit opened by wire under even date. Date of Issue		Issuing Bank's Credit No.	Advising Bank's Credit No.
Advising Bank		Applicant	
Beneficiary		Maximum Amount	Latest Date for Negotiation (In Country of Beneficiary)

We hereby issue this Irrevocable Letter of Credit in your (The Beneficiary's) favor which is available against your drafts at
drawn on M&I Marshall & Ilslev Bank, Milwaukee, Wisconsin

bearing the clause: "Drawn under M&I Marshall & Ilsley Bank Credit No. 1M _____" accompanied by the following documents:

This Letter of Credit is effective as of February 1, 1983, and will expire on February 1, 1984, but such expiration date will be automatically extended without amendment for a period of at least one year on February 1, 1984, and on each successive expiration date, unless, at least 90 days before the current expiration date, we notify the beneficiary and Commerce Industrial Chemicals, Inc. Milwaukee WI by certified mail that we have decided not to extend the Letter of Credit beyond the current expiration date. In the event that the Beneficiary is so notified, any unused portion of the credit will be available upon presentation of a sight draft for 90 days after the date of receipt as shown on the signed return receipt, unless other proof of financial responsibility acceptable to the beneficiary is provided to the beneficiary.


Notwithstanding the automatic renewal clause above, the Letter of Credit will have a final expiration date of February 1, 1993, upon which date this Letter of Credit becomes null and void.

We agree that drafts drawn in accordance with the terms stipulated will be duly honored upon presentation and delivery of documents as specified if presented on or before February 1, 1984, or any extended expiry date, the final expiry date being February 1, 1993.

- ☐ Documents must be presented to negotiating or paying bank within _____ days of issuance of documents evidencing shipment or dispatch or taken in charge (shipping documents) but within validity of Letter of Credit.

Shipment from	Partial Shipments	Transshipments
To		
Special Conditions:		

The negotiating bank must forward all original documents by airmail unless otherwise instructed direct to M&I Marshall & Ilsley Bank, Milwaukee, Wisconsin 53201 Attention International Banking Department.

<p>XX</p> <p>XX</p> <p>XX</p> <p>XX</p> <p>XX</p> <p>M&I Marshall & Ilsley Bank</p> <div style="text-align: center;">  </div> <hr/> <p>Authorized Signature — Issuing Bank</p>	<p>Indications of Advising Bank</p> <hr/> <p>Place Date, Name, and Signature of Advising Bank</p>
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